

UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF MASSACHUSETTS  
EASTERN DIVISION

In Re: Santo T. Freni	Case Number 14-10455-JNF Chapter 13
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**JOINT MOTION FOR AUTHORITY TO  
ENTER INTO LOAN MODIFICATION AGREEMENT**

Now comes Santo T. Freni (the “Debtor”), jointly with Nationstar Mortgage LLC f/k/a Centex Home Equity Company, LLC (the “Lender”), by and through their respective counsel, and respectfully move this Honorable Court for authority to enter into a Loan Modification Agreement in connection with the first mortgage on the Debtor’s primary residence located at *64 Uptack Road, Groveland, MA 01834* (“Property”). As reason therefore, the parties state as follows:

1. The Debtor filed for protection under Chapter 13 of the United States Bankruptcy Code on February 5, 2014. A Chapter 13 Plan has not yet been confirmed.

2. As evidenced by its Proof of Claim (Claim No. 3-1 filed on March 6, 2014), the Property is encumbered by a first mortgage given by the Debtor and non-debtor and co-mortgagor, Kathleen Freni, to Centex Home Equity Company, LLC (the “Mortgage”). The Mortgage is dated November 8, 2005 and is recorded at Essex County (Southern District) Registry of Deeds in Book 25119, Page 447. Pursuant to said Proof of Claim, at the time of the filing of this Chapter 13 Petition, the outstanding principal balance on the mortgage was \$600,285.73, with a pre-petition total debt claim of \$605,748.30 and pre-petition arrears of \$9,450.09. The Mortgage is also presently serviced by Nationstar Mortgage LLC (the “Servicer”).

3. The Mortgage secures a promissory note given by the Debtor to Centex Home Equity Company, LLC in the original principal amount of \$568,000.00 (the “Note”). The Note is for a thirty-year term, with an adjustable interest rate originally set at 6.995% per annum. The initial monthly principal and interest payment was \$3,777.02 per month.

4. The Debtor has fallen into arrears post-petition on his monthly mortgage payments and has applied for a loan modification agreement with the Lender in order to capitalize the current arrears on the Mortgage and Note. The Lender has extended terms of a Loan Modification Agreement to the Debtor,

subject to Bankruptcy Court approval. The terms and conditions of the Loan Modification Agreement include, but are not limited to, the following:

- A. The Lender agrees to modify the existing promissory note, secured by the Mortgage, by capitalizing the current arrears resulting in a total new principal balance of \$624,094.58.
- B. The effective date of the Loan Modification Agreement shall be October 1, 2014.
- C. The loan's maturity date shall change to October 1, 2054.
- D. The interest rate shall change to fixed interest rate of 4.750% and shall remain at that rate through the date of maturity.
- E. The new monthly principal and interest payment under the Loan Modification Agreement, beginning with the first payment due on November 1, 2014, shall be \$2,906.77 and shall remain at this amount through the date of maturity.
- F. The initial monthly escrow contribution under the Loan Modification Agreement shall be \$1,023.30/month. The escrow contribution may be adjusted periodically during the remaining life of the loan, and therefore, the total monthly payment may change accordingly.
- G. The first payment under the Loan Modification Agreement in the total amount of \$3,930.07 is/was due November 1, 2014.
- H. A copy of the executed Loan Modification Agreement is attached hereto as Exhibit A.

5. Upon the Court's approval, the Debtor shall remit to the Lender funds in the amount of \$250.00 representing the reimbursement of attorney fees related to the preparation and filing of this Motion.

6. If the Court deems necessary, the Debtor shall file a further Amended Chapter 13 Plan and Schedules to reflect the Debtor's change in circumstances resulting from this Loan Modification

Agreement. The Debtor's new Amended Chapter 13 Plan shall remove any unpaid portion of the pre-petition mortgage arrears.

WHEREFORE, the parties respectfully request that the Court:

1. Authorize the Debtor and Lender to enter into the Loan Modification Agreement under the terms and conditions set forth herein;
2. Authorize the Debtor and Lender to execute such other documents and instruments as may be necessary or practical to the purposes hereof; and/or
3. Grant such other and further relief as is deemed just and appropriate.

Dated: March 24, 2015

Respectfully Submitted,

Nationstar Mortgage LLC f/k/a Centex  
Home Equity Company, LLC,  
By Its Attorney:

/s/ Marcus Pratt  
Marcus Pratt, Esquire  
BBO #684610  
Korde & Associates, P.C.  
321 Billerica Road, Suite 210  
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Santo T. Freni,  
By His Attorney:

/s/ Richard D. Smeloff  
Richard D. Smeloff, Esquire  
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**CERTIFICATE OF SERVICE**

I, Marcus Pratt, Attorney for **Nationstar Mortgage LLC f/k/a Centex Home Equity Company, LLC** hereby certify that on March 24, 2015 I electronically filed the foregoing *Motion for Approval* with the United States Bankruptcy Court for the District of Massachusetts using the CM/ECF System. I served the foregoing documents on the following CM/ECF participants:

John Fitzgerald, U.S. Trustee  
Carolyn Bankowski, Trustee  
Richard D. Smeloff, Esquire

I certify that I have mailed by first class mail, postage prepaid the documents electronically filed with the Court on the following non-CM/ECF participants:

Santo T. Freni  
64 Uptack Road  
Groveland, MA 01834

Kathleen Freni  
64 Uptack Road  
Groveland, MA 01834

/s/ Marcus Pratt  
Marcus Pratt, Esquire  
BBO #684610  
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